

**“TERMS AND CONDITIONS”  
OF SUBCONTRACT BY AND BETWEEN  
JOHN E. GREEN COMPANY (“JOHN E. GREEN”) AND SUBCONTRACTOR**

The following terms and conditions shall supplement the Subcontract and, together with that Subcontract and all documents incorporated by reference in that Subcontract and in these Terms and Conditions, constitute the fully integrated agreement (the “Subcontract”) between John E. Green and Subcontractor:

1. **Formation of Subcontract.** Subcontractor shall be deemed to have accepted this Subcontract and be bound legally under this Subcontract upon the earlier of:

- a. John E. Green’s receipt of a copy of the Subcontract signed by Subcontractor; or
- b. Subcontractor’s providing any of the services in preparation for performance of the work or performing any of the work covered by this Subcontract or delivering to the job any equipment or materials for performance of the work covered by this Purchase Order.

No acceptance of this Subcontract by Subcontractor shall be effective that varies any of the terms or conditions specified in this Subcontract. Any addition to, alteration of, or deletion from, any of the provisions of this Subcontract by Subcontractor shall be deemed proposals for modifications of this Subcontract, all of which shall be deemed conclusively rejected by John E. Green, unless John E. Green has expressly approved of any such additions, alterations or deletions in a writing signed by an officer of John E. Green. In the event that approval of Subcontractor or this Subcontract is required to be given by the architect, engineer, general contractor, job owner or any other party designated by John E. Green, and such approval is not obtained or is withdrawn, this Subcontract thereupon shall be deemed void and of no further legal force or effect, except for such provisions of this Subcontract under which Subcontractor is obligated to indemnify, defend or hold John E. Green harmless from any liability arising from Subcontractor’s failure to fully and punctually perform any of its obligations under this Subcontract. Subcontractor shall furnish all information and/or documents requested as necessary to obtain the foregoing approval(s). John E. Green may withdraw this Subcontract at any time before acceptance by Subcontractor, and upon such withdrawal, this Subcontract shall be deemed conclusively to be without further binding force or legal effect and may not thereafter be accepted by Subcontractor.

2. **The Contract Documents.** The documents forming this Subcontract are the Subcontract form, these Terms and Conditions, and all documents that form the Contract (the “John E. Green Contract”) under which John E. Green is obligated to perform work on the job, including without limitation the John E. Green Contract and all documents that by reference are incorporated in the John E. Green Contract. Subcontractor acknowledges that it has had an opportunity to review and copy all documents forming this Subcontract. Where any provision in these Terms and Conditions or in the Subcontract form is in conflict with any provision of any other documents forming this Subcontract, the provisions that require the greater quantity, higher quality or best performance, as reasonably determined by JEG in its discretion, shall supersede such conflicting provisions of such other documents and shall govern the rights and obligations of Subcontractor and John E. Green under this Subcontract.

3. **The Work.** The work to be performed by Subcontractor under this Subcontract is described in the Subcontract form and any continuation pages attached to that form on which a description of the work is contained. Subcontractor shall provide all labor, material, equipment, and other things necessary to complete such work (the “Work”). All of the Work shall be performed in strict accordance with all provisions of this Subcontract.

4. **Time of Commencement and Completion of Work.** Subcontractor shall commence performance of the Work at such time as designated by John E. Green and as job conditions require. The date designated by John E. Green for commencement of Subcontractor’s Work shall be confirmed in writing to John E. Green by Subcontractor. Subcontractor shall complete the Work so as to cause no delay to the work of any other contractor on the job, including the work being performed by John E. Green. Subcontractor shall maintain such progress in completion of the Work as may be required to enable John E. Green to satisfy all requirements for completion of the work under the John E. Green Contract. Subcontractor agrees to indemnify, defend and hold John E. Green harmless from any and all liability and expenses, including without limitation actual attorney’s fees, arising out of, or in any way related to, any failure or claimed failure of Subcontractor to punctually and properly perform the Work. Subcontractor acknowledges that from time to time John E. Green may direct that the Subcontractor delay or suspend performance of the Work or perform the Work in one or more designated sequences, as job conditions reasonably may require. Subcontractor agrees that no such directions from John E. Green shall constitute a basis for any claim for additional compensation other than the amounts to be paid to Subcontractor under the terms of this Subcontract; provided however, if within ten (10) days after John E. Green gives Subcontractor a direction to delay, suspend or alter the sequence of performing the Work, Subcontractor gives John E. Green a written notice that such direction will cause additional costs and provides to John E. Green a detailed breakdown and calculation of the amount of additional costs and such notice is given to John E. Green before Subcontractor implements such direction, John E. Green and Subcontractor shall negotiate in good faith a resolution of such claim, which may include, without limitation, rescission of the direction given by John E. Green to delay, suspend or alter the sequence of performing the Work. In the event that John E. Green and Subcontractor are unable to negotiate a resolution of such claim, it shall be submitted for decision in accordance with the dispute resolution provisions of this Subcontract. Subcontractor agrees that John E. Green shall have no liability for any costs or expenses that are caused by events or occurrences over which John E. Green does not have exclusive control, including without limitation any events or occurrences that delay or interfere with Subcontractor’s performance of the Work. As to such claims, Subcontractor hereby irrevocably and unconditionally waives any and all such claims against John E. Green and hereby forever releases and discharges John E. Green from any and all liability for such claims, regardless of the event or occurrence or the extent of delay, interference or other impact such event or occurrence may have upon Subcontractor’s performance of the Work. If there is an event or occurrence over which John E. Green does not have exclusive control that Subcontractor claims will cause additional costs of performing the Work, Subcontractor shall give written notice to John E. Green of such event or occurrence, together with a detailed calculation of such costs. Upon submission of such written claim to John E. Green, that claim will be submitted by John E. Green to the party with whom John E. Green has contracted under the John E. Green Contract, and Subcontractor will be given an opportunity to present any additional substantiation for its claim to that party. Subcontractor agrees that the amount paid by that party for Subcontractor’s claim shall be the sole and exclusive remedy of Subcontractor for recovery under such claim.

5. **Contract Amount.** The Contract Amount includes all costs of every type incurred and to be incurred by Subcontractor in performance of the Work, including without limitation all costs for labor, material, equipment, permits, fees, tests, taxes and the cost of all other things incurred in connection with Subcontractor’s performance of the Work. The Contract Amount shall be paid to Subcontractor in accordance with the provisions of this Subcontract governing applications for payment.

6. **Applications For Payment.** At least five (5) days before Subcontractor's first application for payment is submitted to John E. Green, a schedule of values shall be submitted by Subcontractor in writing to John E. Green for approval. The schedule of values shall be prepared in such form as specified by John E. Green and shall divide the work into discreet categories, listing for each the dollar value of labor and material and including a proper share of overhead and profit included in the Contract Amount. The total of the schedule of values shall equal the Contract Amount. At least ten (10) days before the date on which John E. Green is to submit its application for payment under the John E. Green Contract, Subcontractor shall submit to John E. Green its application for payment under this Subcontract. The application for payment shall be in form and substance similar to AIA document G702, including a certification by Subcontractor that all Work covered by the application for payment has been completed in accordance with this Subcontract. Each application for payment shall be submitted together with the following documents:

- a. A sworn statement in proper form and properly executed by Subcontractor listing all suppliers of labor, material, or other things used by Subcontractor in performance of its Work and designating for each supplier the amount of its contract, the amount due and to become due for such labor, material or other things supplied and to be supplied by that supplier. The listing of suppliers on the sworn statement shall include all union fringe and welfare benefit funds to which Subcontractor is required to make payment in connection with labor provided for performance of the Work under this Subcontract;
- b. Waivers of lien properly executed by Subcontractor and each supplier listed under Subcontractor's sworn statement in accordance with the preceding subparagraph, including all union fringe and welfare benefit funds to which Subcontractor is required to make payment in connection with labor provided for performance of the Work;
- c. Releases of any claims under any bonds provided for payment of labor and/or material on the job, which releases are to be executed properly by Subcontractor and each of its suppliers, including all union fringe and welfare benefit funds to which Subcontractor is required to make payment in connection with labor provided for performance of the Work; and
- d. Any other documents of the type required to be submitted by John E. Green in connection with its applications for payments under the John E. Green Contract.

The amount payable to Subcontractor under any application for payment shall be subject to any provisions in the John E. Green Contract for retainage to be withheld from the amount approved for payment under applications for payment. Upon approval by John E. Green of Subcontractor's application for payment, the amount approved shall be included by John E. Green in its application for payment under the John E. Green Contract. The amount payable by John E. Green to Subcontractor under any application for payment shall be equal to the amount paid to John E. Green under its application for payment under the John E. Green Contract that is properly allocable to the Work performed by Subcontractor and covered by Subcontractor's application for payment. Subcontractor shall not be entitled to any payment under any application for payment unless, and until such time as, John E. Green has received payment under the John E. Green Contract for the Work performed by Subcontractor and covered by its application for payment, and John E. Green's receipt of such payment under the John E. Green Contract is a condition precedent to any obligation of John E. Green to pay Subcontractor. If payment to John E. Green under the John E. Green Contract is delayed or reduced as a result of any failure of Subcontractor's Work to comply with any requirements of this Subcontract, payment to Subcontractor for such Work shall not be due unless, and until such time as, all defects in Subcontractor's Work are corrected completely and John E. Green receives payment for that Work under the John E. Green Contract.

7. **Payment and Performance Bonds.** If payment and performance bonds are required to be provided by John E. Green under the John E. Green Contract, or if otherwise specified in the Subcontract form, Subcontractor shall provide payment and performance bonds in the full amount of the Contract Amount, unless this requirement is waived expressly in writing signed by an officer of John E. Green or John E. Green's project manager for the job. Such bonds shall be executed by a surety company reasonably acceptable to John E. Green and shall be issued guarantying to John E. Green the full and punctual performance of this Subcontract by Subcontractor and the payment by Subcontractor of all costs incurred or to be incurred in connection with performance of Subcontractor's Work under this Subcontract.

8. **Extent of Subcontractor's Obligations.** In connection with, and applicable to, Subcontractor's performance of the Work under this Subcontract, Subcontractor shall have all obligations to John E. Green that John E. Green has under the John E. Green Contract for performance of John E. Green's work under the John E. Green Contract. If Subcontractor subcontracts the performance of any of the Work under this Subcontract, its subcontractor shall undertake in a written agreement the performance of all such obligations with respect to the portion of the Work it is to perform under its subcontract. Subcontractor shall make available to such subcontractors all documents forming this Subcontract and creating those performance obligations.

9. **Shop, Drawings and Other Submissions.** In connection with performance of the Work under this Subcontract, Subcontractor shall submit to John E. Green all shop drawings, product samples and other submissions of the type required to be submitted by John E. Green under the John E. Green Contract. Such shop drawings and other submissions shall be submitted by Subcontractor to John E. Green at such times and in such quantities as is required of John E. Green under the John E. Green Contract. The amount of time required for review and return to Subcontractor of such shop drawings and submissions may vary with job conditions, and Subcontractor agrees that such occurrence is a condition over which John E. Green does not have exclusive control. No review or approval of any shop drawings or other submissions by Subcontractor shall relieve Subcontractor in any way of any obligation or responsibility Subcontractor has under this Subcontract for proper and punctual performance of the Work in accordance with this Subcontract.

10. **Subcontractor's Coordination of the Work.** Subcontractor acknowledges and agrees that John E. Green and other contractors and subcontractors will be working on the job concurrently with Subcontractor's performance of the Work. Subcontractor agrees that it will coordinate its Work with the work of John E. Green and such other contractors and subcontractors and shall make such adjustments in the time and sequence of performance of the Work as may be required by job conditions that from time to time arise during construction of the job. Subcontractor agrees that all costs and expenses to be incurred in connection with such coordination by Subcontractor are included in the Contract Amount. Subcontractor agrees that it will not cause any damage, delay or cost to John E. Green or such other contractors and subcontractors and hereby agrees to indemnify, defend and hold John E. Green (including members, officers, employees, agents and representatives thereof) harmless from any and all liability and expense, including without limitation actual attorney's fees, arising out of, or in any way relating to, any damage caused or claimed to have been caused, by Subcontractor to any other contractor or subcontractor, including without limitation John E. Green, working on the job. The foregoing indemnification obligation shall survive the termination of this Subcontract.

11. **Indemnification.** Subcontractor hereby agrees to indemnify, defend and hold John E. Green (including members, officers, employees, agents and representatives thereof) harmless to the fullest extent permitted by law from any and all liability and expense, including without limitation actual attorney's fees,

arising out of, or in any way relating to, any failure or claimed failure of Subcontractor to properly or punctually perform any of the Work or any obligation stated in, or created by, the provisions of this Subcontract, and from any claim for personal injury and/or property damage arising out of or relating to the Subcontractor's performance of the Work. The only liability to which this indemnification does not apply is liability arising solely and exclusively from any acts or occurrences that constitute the sole negligence of John E. Green. The foregoing indemnification obligation shall survive the termination of this Subcontract.

**12. Subcontractor's Insurance.** Subcontractor, at its expense, shall obtain and maintain all insurance of the type and having coverage limits in the amounts required under the John E. Green Contract, including adding John E. Green as an additional insured party and complying with any requirements to add any other additional insureds. The insurance to be provided to John E. Green shall include without limitation completed operations coverage, and the addition of John E. Green as an additional insured under all insurance shall be by endorsement on forms CG 20 10 and CG 20 37 07 04 or equivalent endorsement forms providing identical additional insured coverage. If the John E. Green Contract does not have insurance requirements, Subcontractor shall provide insurance of the type and in the amount and on the terms set forth in the insurance specifications attached to this Subcontract. All insurance provided by Subcontractor shall be primary and non-contributory. Before commencing performance of any Work on the job, Subcontractor shall provide to John E. Green copies of the policies of insurance and the endorsements evidencing that Subcontractor has obtained such insurance, including the addition of John E. Green as an additional insured party and the addition of any other additional insureds required of John E. Green under the John E. Green Contract. All insurance provided by Subcontractor shall provide for thirty (30) days written notice to John E. Green prior to cancellation or any modification of any such insurance. If Subcontractor fails to obtain and maintain in full force such insurance, John E. Green may obtain such insurance on Subcontractor's behalf, and the cost of such insurance shall be deducted by John E. Green from any amounts payable or to become payable to Subcontractor under this Subcontract or any other contract between Subcontractor and John E. Green. The insurance obtained by Subcontractor shall include without limitation insurance to cover the indemnification obligations of Subcontractor under this Subcontract.

**13. Changes in the Work.** Subcontractor agrees that John E. Green has the right to make changes in the Work, and Subcontractor will not claim that it has made any change in the Work at the request or direction of John E. Green, unless before making such change Subcontractor has received from John E. Green a written change order signed by an officer of John E. Green or signed by John E. Green's project manager for the job. Upon receiving a request or direction from John E. Green for a change in the Work, the Subcontractor shall submit in writing to John E. Green a detailed calculation of the amount by which the Contract Amount is proposed to be increased or decreased as a result of such change in the Work. Such calculation shall be submitted to John E. Green by Subcontractor before performing the change in Work. If Subcontractor intends to claim that John E. Green has made a change in the Work for which John E. Green has not submitted a writing properly signed by John E. Green evidencing such change, and the Subcontractor intends to make a claim for an increase in the Contract Amount as a result of such change in the Work, Subcontractor shall give a written notice to John E. Green within five (5) days after the occurrence claimed by Subcontractor to constitute a change in the Work, and in any event before making such change in the Work. Such notice shall describe in reasonable detail the change in the Work that Subcontractor claims John E. Green has directed be made and setting forth in detail a calculation by Subcontractor of the amount of any increase that Subcontractor will claim should be made in the Contract Amount. The failure of Subcontractor to give such notice shall constitute an irrevocable waiver of any claim by Subcontractor for any increase in the Contract Amount resulting from Subcontractor's making such change in the Work, and Subcontractor hereby releases and forever discharges John E. Green from any and all liability for any costs or expense incurred by Subcontractor in connection with making such change in the Work. For all changes in the Work made by Subcontractor, the Contract Amount shall not be adjusted by more than the amount agreed in writing by John E. Green and Subcontractor or, if such agreement is not reached, the amount the party with whom John E. Green contracted under the John E. Green Contract agrees to pay John E. Green for Subcontractor's performance of the change(s) in the Work.

**14. Subcontractor's Warranties.** Subcontractor represents and warrants to John E. Green, to John E. Green's successors and assigns, and to all parties to whom John E. Green has given warranties under the John E. Green Contract, that the Work performed by Subcontractor shall be free from all liens, security interests and other claims and free from all defects in material or workmanship, is suitable for its intended purpose and use and shall perform properly its intended functions for a period of one (1) year (or such longer period of time that is required under the John E. Green Contract) from the later of the date on which all work of John E. Green under the John E. Green Contract is accepted as complete, or the date on which John E. Green is paid in full for all work performed by it under the John E. Green Contract. This warranty shall be in addition to all warranties of the type and for the terms required under the John E. Green Contract, and Subcontractor agrees with respect to its Work under this Subcontract to be bound by the terms of those warranties. On notice to Subcontractor that its Work has failed to comply with the requirements of any of the foregoing warranties or any other provision of this Subcontract, such work shall be corrected promptly by Subcontractor at its sole and exclusive expense. Subcontractor hereby agrees to indemnify, defend and hold John E. Green (including members, officers, employees, agents and representatives thereof) harmless from any and all liability and expense, including without limitation actual attorney's fees, arising from, or in any way relating to, any failure of Subcontractor's Work to conform to the requirements of any applicable warranty or any other requirements of this Subcontract. The foregoing warranties shall be in addition to any other warranties or remedies implied, required or provided by law. The foregoing indemnification obligation shall survive the termination of this Subcontract.

**15. Default and Termination.** If Subcontractor fails to perform the Work properly or punctually, or fails to perform any other obligation stated in, or created by, the provisions of this Subcontract, or if the John E. Green Contract is terminated, John E. Green may terminate this Subcontract, or may terminate this Subcontract with respect to such parts of the Work to which such defaults of Subcontractor pertain, upon five (5) days written notice to Subcontractor; provided, however, if Subcontractor within such five (5) day period, corrects its default under this Subcontract, or if the default is of a nature that it reasonably can not be fully corrected within such five (5) day period, Subcontractor commences and diligently pursues reasonable measures to correct such default, this Subcontract shall not terminate. If Subcontractor fails to correct such default within the foregoing periods of time, John E. Green may terminate this Subcontract without further notice to Subcontractor. Upon termination of this Subcontract by John E. Green, it may take possession of the Work, including all equipment and materials at the job used in performing the Work, and may complete the Work using its own forces or may subcontract to an independent subcontractor the completion of the Work. If the cost incurred by John E. Green to complete the Work exceeds the balance of the Contract Amount remaining under the Subcontract, Subcontractor shall pay to John E. Green forthwith such excess cost, including without limitation reasonable attorney's fees and other expenses incurred by John E. Green as a result of Subcontractor's default in the performance of its obligations under this Subcontract. Whether or not John E. Green terminates this Subcontract for Subcontractor's default, Subcontractor shall be liable to John E. Green for all damages and expenses, including without limitation actual attorney's fees, incurred by John E. Green as a result of Subcontractor's default. Where John E. Green is entitled under this Subcontract to recover any amounts from Subcontractor, such amounts may be deducted from any amounts payable, or to become payable, to Subcontractor under this Subcontract or any other contract between John E. Green and Subcontractor. The rights of termination set forth herein shall be in addition to, and shall include, any other rights of contract termination (including without limitation termination for convenience) provided in the John E. Green Contract. In the event of a termination of this Subcontract for convenience, John E. Green's liability to Subcontractor shall be limited to the amount John E. Green is paid under the John E. Green Contract for Subcontractor's completed Work. John E. Green shall have no other liability to Subcontractor of any type or amount.

16. **Clean Up.** Subcontractor at its expense shall remove all rubbish, debris, and waste material caused by Subcontractor's performance of the Work. Such removal shall be performed to maintain the job site in the condition required under the John E. Green Contract and to assure that no rubbish, debris or waste material from Subcontractor's performance of the Work creates any unsafe or unclean condition at the job. In the event that John E. Green incurs any costs to clean and remove any rubbish, debris or waste material resulting from Subcontractor's performance of the Work, Subcontractor shall pay such costs to John E. Green.

17. **Access to and Inspection of the Work.** John E. Green from time to time may inspect any materials or assemblies being fabricated for performance of the Work at such locations where such fabrication is performed, and Subcontractor shall provide access for John E. Green to make such inspections at such locations. Subcontractor also agrees to provide access to all Work performed at the job to facilitate inspection of the Work by John E. Green. Subcontractor agrees that no inspection of any of the Work by John E. Green shall relieve Subcontractor in any way of any responsibility or obligation of Subcontractor for performance of the Work in accordance with the requirements of this Subcontract. Any Work requiring inspection or testing shall not be covered until such inspection and/or testing is complete and John E. Green has had an opportunity to inspect such Work and examine the results of such tests. If Subcontractor covers all or any portion of such Work prior to inspection by John E. Green or examination of test results by John E. Green, the cost of uncovering the Work for inspection by John E. Green shall be paid by Subcontractor without any right of reimbursement. All Work determined as a result of such inspections and tests to have failed to comply with requirements of this Subcontract shall be corrected diligently and punctually by Subcontractor at its sole and exclusive expense, and Subcontractor shall be liable for all incidental and consequential costs and expenses, including without limitation actual attorney's fees, caused by such failures of the Work to comply with the requirements of this Subcontract.

18. **Subcontractor's Compliance With Laws.** In the performance of the Work and the obligations stated in, or created by, the provisions of this Subcontract, Subcontractor agrees that it will comply with all laws, including without limitation all rules, regulations, codes, ordinances and executive orders (collectively, "Laws"). Subcontractor's obligations under this Paragraph shall require compliance with all Laws, including without limitations all Laws governing equal employment opportunity, hiring, compensation and other employment conditions; all Laws governing health, safety and welfare of persons involved in any way with the job; and all Laws governing the protection of the environment, the conservation of natural resources and the handling, disposal and/or transportation of hazardous materials.

19. **Assignment Prohibited.** Subcontractor shall not sublet, or otherwise assign, any of its obligations under this Subcontract without the prior written consent of John E. Green signed by an officer of John E. Green or John E. Green's project manager for the job, which consent may be withheld in John E. Green's sole and absolute discretion. Subcontractor agrees that any assignment or subcontract made without John E. Green's written consent shall be void and without legal force and effect, and Subcontractor shall remain liable and responsible for full and punctual performance of all obligations of Subcontractor stated in, or created by, the provisions of this Subcontract.

20. **Review of Contract Documents and Job Conditions.** Subcontractor agrees and represents that it has carefully examined all of the documents forming this Subcontract and the location where the Work is to be performed. From such review and examination Subcontractor agrees that it is familiar with, and has satisfied itself as to:

- a. The nature, location and amount of the Work;
- b. Subcontractor's access to the locations where the Work is to be performed;
- c. Subcontractor's ability to perform the Work for the Contract Amount;
- d. The quality, quantity and availability of labor, materials, equipment and other things required for Subcontractor's performance of the Work; and
- e. The climate and the physical and other conditions of the job that will, or may be, encountered in Subcontractor's performance of the Work.

Subcontractor agrees that all costs and expenses to be incurred by it to perform the Work in accordance with this Subcontract under the foregoing conditions are included in the Contract Amount.

21. **Subcontractor Approval.** If John E. Green is required under the John E. Green Contract to obtain approval of Subcontractor and such approval is not obtained or is withdrawn, this Subcontract thereupon shall be terminated and John E. Green shall have no further liability to Subcontractor; provided, however, the provisions of this Subcontract under which Subcontractor is obligated to indemnify, defend or hold John E. Green harmless from any liability arising from Subcontractor's failure to fully and punctually perform any of its obligations under this Subcontract shall survive any such termination and shall remain in full force and effect. Subcontractor agrees to provide all information and documents necessary for John E. Green to obtain approval of Subcontractor under the John E. Green Contract.

22. **Integration and Waiver.** This Subcontract constitutes the entire, fully integrated agreement between Subcontractor and John E. Green and all prior understandings, agreements or representations are superseded by this Subcontract. No modification or amendment of this Subcontract shall be effective, and neither Subcontractor nor John E. Green shall claim that this Subcontract has been modified or amended, unless such modification or amendment is in writing and signed by an officer of John E. Green or John E. Green's project manager for the job. No right or obligation created by any provisions of the Subcontract shall be deemed waived, and no party to this Subcontract shall claim that such waiver has occurred, unless such waiver is in writing and signed by the party claimed to have waived such right or obligation, and if such party is John E. Green, such writing is signed by an officer of John E. Green or John E. Green's project manager for the job.

23. **Dispute Resolution.** If John E. Green is required under the John E. Green Contract to resolve any disputes by arbitration and any dispute exists between John E. Green and the other party to the John E. Green Contract that is to be resolved by arbitration and involves any of the Work performed by Subcontractor under this Subcontract, Subcontractor hereby agrees to submit such dispute concerning its Work to binding arbitration in accordance with the provisions of the John E. Green Contract providing for arbitration under which John E. Green is obligated to resolve such dispute. Subcontractor agrees to be made a party to the arbitration under the John E. Green Contract to resolve such dispute concerning the Work performed by Subcontractor under this Subcontract. If Subcontractor cannot be made a party to such arbitration, because a party other than John E. Green has objected to such procedure or for any other reason, Subcontractor agrees to arbitrate separately with John E. Green the dispute concerning any of the Work performed by Subcontractor under this Subcontract, and in such arbitration the same arbitrator(s) as used in the arbitration under the John E. Green Contract shall be used to decide the dispute between Subcontractor and John E. Green. The rules and procedure governing such arbitration shall be the same as the rules and procedure used in the arbitration under the John E. Green Contract. The award

rendered by the arbitrator(s) shall be specifically enforceable in accordance with the governing arbitration law, and a court of competent jurisdiction may enter a judgment on the award of the arbitrator(s).

24. **Choice of Law and Venue.** Subcontractor and John E. Green agree that their rights and obligations under this Subcontract, and this Subcontract, shall be construed and governed in accordance with the law of the State of Michigan, excluding the conflicts of law principles of such law. Subcontractor and John E. Green agree that any action commenced to enforce any rights or obligations under this Subcontract shall be commenced only in a state or federal court in the jurisdiction in Michigan where John E. Green's principal place of business is located.